

AGREEMENT

between

Unite H.E.R.E., Local 497

and the

Cedar Rapids Community School District

Cedar Rapids, Iowa

2006 – 2009

(For the Year 2006 – 2007)

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ARTICLE I RECOGNITION AND DEFINITIONS

A. UNIT

The Cedar Rapids Community School District hereby recognizes Unite H.E.R.E., Local 497 as the certified exclusive bargaining representative for all personnel employed by the school district as set forth in the PERB certification instrument (Case 7045) issued by the PERB on March 14, 2005. This shall include all such personnel on an authorized leave of absence, but shall not include any position which is supervisory or administrative in nature.

The unit described in the above certification is as follows:

INCLUDED: All food service employees of the Cedar Rapids Community School District except those specifically excluded below.

EXCLUDED: Food service supervisors, food service secretarial personnel, food service truck drivers and warehouse personnel, all other school district employees and all other persons excluded by Section 4 of the Act.

B. DEFINITIONS

1. The term, "school district," as used in this Agreement, shall mean the Cedar Rapids Community Schools, in the County of Linn, State of Iowa, its Board of Directors, or its duly authorized representatives.
2. The term, "Union," as used in this Agreement, shall mean Unite H.E.R.E., Local 497 or its duly authorized representatives.
3. The term, "employee," as used in this Agreement, shall mean all persons described in the bargaining unit as set forth in Section A of this Article.
4. The term, "regular full-time employee," as used in this Agreement, shall mean all persons in the bargaining unit who work thirty (30) or more hours per week and at least nine (9) months per year.
5. The term, "regular part-time employee," as used in this Agreement, shall mean all persons who regularly work less than thirty (30) hours per week and at least nine (9) months per year.
6. The term "similar" as used in this Agreement, shall mean the same number of hours per day and job classification as defined in Schedule A. (Similar is used in Article XI: Transfer, Section B: Posting, second paragraph and Article XI: Transfer, Section D: Limitations, Number 1.)
7. The term "responsible administrator" as used in this agreement shall mean Manager – Food and Nutrition/designee.

ARTICLE II WORK DAY AND WORK WEEK

A. WORK DAY

The work hours for each employee shall be scheduled according to the needs of the school district. The specific hours shall be designated by the responsible administrator.

Seniority shall be a consideration for determining the work hours of Food Service Assistant employees.

All employees shall perform services on those days as determined by the District to be work days, including those legal holidays on which the District is authorized to conduct school, and pursuant to such authority has determined to conduct school.

It shall be the objective of the school district to provide employees with a fifteen (15) minute paid break during each four (4) hour block of scheduled work time.

It shall be the objective of the school district to provide employees, working three and one-half (3½) or more hours per day, with a fifteen (15) minute paid lunch period during each scheduled work day.

B. WORK WEEK

The work week shall consist of five (5) work days, Monday through Friday unless otherwise designated by the District at least fourteen (14) calendar days in advance.

ARTICLE III COMPENSATION

A. RATES OF PAY

The rates of pay reflected in Schedule A, attached hereto, shall be a part of this 2006-2007 Agreement.

B. TEMPORARY REPLACEMENT

An employee who works at least one (1) hour as a temporary replacement shall move horizontally on the schedule to the rate of pay in the appropriate column for the actual hours worked. Holidays as defined in Article VIII, that occur during such assignment shall be compensated at the higher rate of pay.

Upon return to work of the regularly assigned employee, the temporary replacement employee shall assume her/his previous assignment at the appropriate hourly rate.

C. MEAL ENTITLEMENT

Each employee shall be entitled to one (1) food service program meal per day without cost to the employee.

D. METHOD OF PAYMENT

Pay days shall be established by the payroll department prior to the beginning of each work year. Normally, pay days shall be every other Friday, except when such Friday falls on a holiday, in which case the pay day shall be on the last previous working day. All new employees shall be paid using a direct deposit method.

**ARTICLE IV
OVERTIME**

Time and one-half shall be paid for all work performed after forty (40) hours in one work week, or over eight (8) hours per day in a workday. Employees must request prior approval for any and all overtime from the responsible administrator unless mutual agreement is made to waive the prior approval requirement.

Double time shall be paid for all work performed on a Sunday or a holiday as designated in Article VIII. This shall be in addition to any regular holiday pay.

Employees required to perform services for special events such as banquets, ice cream socials, and sports events shall be compensated at time-and-a-half rate, even though the employee's hours total less than forty (40) hours per week.

For the purpose of computing overtime pay, all authorized paid leave time shall be counted as work time.

No overtime work shall be performed without the prior approval of the responsible administrator.

**ARTICLE V
DUES DEDUCTION**

A. AUTHORIZATION

An employee may deliver to the school district an assignment in writing, duly executed by such employee, authorizing payroll deduction of Union dues. As used herein, "Union dues" shall mean any payment of monies to the Union or its affiliates specified in writing by the employee on the proper assignment form, provided such shall not be construed to include any initiation fees, special assessments, non-current dues, fines or the like. The form of such assignment shall be designated by the Union. The school district shall not authorize payroll deduction of dues for any other organization claiming to represent employees.

B. REGULAR DEDUCTION

Pursuant to the above authorization, the school district shall deduct the amount described therein from all paychecks commencing thirty (30) calendar days following receipt of such authorization, but no earlier than the first paycheck in September and no later than the final paycheck in June. The school district shall not be required to vary the amount of deduction from one pay date to another.

C. DURATION

A dues deduction authorization shall continue in effect according to its terms, provided such authorization shall be revocable by the giving of notice in writing. The school district shall not be obligated to implement such revocation for a period not to exceed thirty (30) calendar days following receipt of such notice.

D. TRANSMISSION OF DUES

The school district shall transmit to the Union the total deduction for Union dues within thirty (30) calendar days of their deduction, along with a listing of employees for whom deduction was made, provided the Union shall hold harmless and defend the Board against any action or claim of whatsoever nature in relation to such dues deduction, if the Board has made such dues deduction in compliance with this Article.

E. COST

If the school district shall incur additional expenses beyond the normal increase in materials and labor for such dues deduction due to forced use of outside facilities, the Union shall reimburse the school district for the amount thereof.

F. ORIENTATION

The district shall present a union provided information packet at new employee orientation.

**ARTICLE VI
SALARY REDUCTION/GROUP INSURANCE**

A. ELIGIBILITY

For the purposes of this Article, it is understood that only regular full-time employees are eligible for district contributions toward the cost of premiums for health insurance, life insurance, long-term disability insurance and travel accident insurance. However, regular part-time employees may elect health insurance or dental insurance with the total cost borne by the employee.

All employees are eligible for district contributions toward the cost of premiums for workers' compensation and tort liability insurance.

B. SALARY REDUCTION

Each employee will have the option of executing an annual election form for salary reduction of the employee's regular salary for the following benefits, subject to the provisions, terms, and conditions of the District's salary reduction plan and the provisions, terms, and conditions of the insurance policies and plan.

1. **Health Insurance** - At the same level as defined in the 2006-2009 Annual Benefits Enrollment booklets for Hourly Employees. Any change in the level of insurance benefits shall be subject to the bargaining process prior to implementation.
2. **Dental Insurance** - At the same level as defined in the 2006-2009 Annual Benefits Enrollment booklets for Hourly Employees. Any change in the level of insurance benefits shall be subject to the bargaining process prior to implementation.

The full yearly amount for the employee share of the cost of benefits elected shall be paid by the employee through salary reduction of paychecks issued during the employee's work year. Such salary reduction shall begin with the last paycheck in September and end with the last full two-week paycheck in May.

C. HEALTH INSURANCE

1. **Single Coverage**: For each regular full-time employee electing this coverage, the school district shall pay an amount not to exceed two hundred dollars (\$200.00) per month toward the cost of the premium for single coverage. Any portion of the premium not contributed by the school district shall be borne by the employee.
2. **Family Coverage**: In lieu of the above, the school district shall pay an amount not to exceed two hundred dollars (\$200.00) per month toward the cost of the premium for each regular full-time employee electing family plan coverage. Any portion of the premium not contributed by the school district shall be borne by the employee.

D. LIFE INSURANCE

The school district shall provide a group term insurance plan which includes \$10,000 life insurance coverage, an additional \$10,000 for accidental death and dismemberment benefit in accordance with the policy in force.

E. LONG-TERM DISABILITY INSURANCE

For each regular full-time employee, the school district shall pay the premium for the plan in force on the effective date of this Agreement.

F. TRAVEL ACCIDENT INSURANCE

For each regular full-time employee, the school district shall pay the premium for the plan in force on the effective date of this Agreement.

G. TORT LIABILITY INSURANCE

The school district shall pay the premium for liability insurance covering performance of job-related duties as provided in Chapter 670, Code of Iowa.

H. WORKERS' COMPENSATION

If an employee qualifies for Workers' Compensation benefits, and the employee elects to have the school district supplement the benefits, the following procedures shall apply:

1. The school district shall pay the employee the employee's regular rate of pay for the number of days the employee has accumulated as sick leave.
2. The employee shall endorse and assign the Workers' Compensation payments to the school district for that period of time.
3. One (1) day of accumulated sick leave shall be deducted for each day of absence.
4. The employee shall retain the Workers' Compensation payments for periods of time following exhaustion of accumulated sick leave.

If an employee qualifies for Workers' Compensation benefits, and the employee elects not to have the school district supplement the benefits, the employee shall retain the Workers' Compensation benefits and the school district shall deduct from the employee's accumulated sick leave an amount of time proportionate to the amount of Workers' Compensation payment made to the employee.

The employee shall notify the school district of her/his option within three (3) days of receipt of the school district's notice to make such election. Failure to report within such time limit shall be treated as an election not to have the District supplement the benefits.

I. EFFECTIVE DATE OF INSURANCE PROGRAMS

Employees new to the District shall be covered by the school district insurance programs and the District salary reduction plan as soon after employment as the respective provisions, terms, and conditions of the policies and plans and the salary reduction plan permit.

J. DURATION OF INSURANCE CONTRIBUTIONS

Except as otherwise provided in this Agreement, an employee is eligible for District contributions as provided in this Section as long as the employee is employed by the District. Elected insurance coverage for an employee who terminates employment continues until the end of the period for which the premium has been contributed either by the District or by the employee through salary reduction or per the COBRA law. District contributions to all other insurance coverages shall cease effective on the last day of the month in which the employee terminates.

K. CONTINUED COVERAGE

An employee on unpaid leave for one (1) calendar month or longer shall have the option to continue health insurance by paying the premium to the District in advance of the date when the school district must transmit such premiums to the carriers.

L. CLAIMS AGAINST THE SCHOOL DISTRICT

The school district's only obligation under this Article is to purchase insurance policies and pay such premium amounts as agreed to herein, and no claim shall be made against the school district as a result of a denial of insurance benefits.

M. INSURANCE FOR RETIRED EMPLOYEES

Employees who separate from the District before attaining age sixty-five (65) shall have the option to continue participation in the District's insurance programs by paying the applicable premium in accordance with state or federal statutes.

**ARTICLE VII
LEAVES OF ABSENCE**

A. PERSONAL ILLNESS OR DISABILITY

Employees who have completed their new employee probation shall be granted leave without loss of salary as follows:

At the beginning of employment	10 days (pro-rated)
The second year of employment	11 days
The third year of employment	12 days
The fourth year of employment	13 days
The fifth year of employment	14 days
The sixth year of employment	15 days
and each subsequent year	

Personal illness or disability leave may be accumulated to a maximum of one hundred eighty (180) days, except that employees on a full-year assignment may accumulate leave to a maximum of two hundred thirty (230) days. Application for personal illness leave shall be made to the responsible administrator.

A request may be made for a certificate from a medical doctor from those individuals who are frequently absent from their duties because of illness or from those who are absent for an extended period of time.

The school district may grant a leave of absence without pay if an employee has exhausted all accumulated personal illness or disability leave and continues to be eligible for such leave.

B. ILLNESS IN THE FAMILY

In the event of illness in the immediate family an employee may be granted a leave of absence not to exceed three (3) days without loss of salary or deduction from personal illness or disability leave. Unused leave shall be cumulative to a maximum of nine (9) days. The immediate family shall be construed to mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law or grandchild, who must be a legal dependent of the employee.

The granting of this leave is subject to the approval of the responsible administrator. As proof of illness, the school district may require a doctor's certificate or another person's statement acceptable to the responsible administrator. The granting or withholding of such leave shall not be precedential.

C. BEREAVEMENT

In the event of death in the immediate family, an employee shall be granted a leave of absence not to exceed five (5) days, at the time of such death. The leave granted shall be without loss of salary or deduction from personal illness or disability leave, but it shall not be cumulative. The immediate family shall mean father, mother, son, daughter, wife, husband, brother, sister, mother-in-law, father-in-law, son-in-law, daughter-in-law, or grandchild.

In case of death of other relatives, one (1) day of absence with full pay shall be granted. Other relatives shall be construed to mean grandmother, grandfather, sister-in-law, brother-in-law, aunt, uncle, aunts-in-law or uncles-in-law.

The death of some other person may warrant the same treatment as listed for one of the above categories. Such cases will be considered on an individual basis. The amount of leave allowed under this provision is subject to the discretion of the responsible administrator.

D. EMERGENCY

An employee may be granted emergency leave of no more than two (2) days per year without loss of pay or deduction from personal illness and disability leave. Emergency leave shall not be cumulative. Application for emergency leave shall be made to the responsible administrator.

Emergencies which qualify for use of this leave allowance are those situations of a serious nature which develop suddenly and unexpectedly, which require the employee's immediate attention which cannot be attended to outside of work hours and which are not covered under other provisions. Leave requests will be considered on their individual merits.

In case of an emergency, an oral request shall be submitted and then confirmed in writing within five (5) days after returning to work. The request shall state the reason for the proposed leave.

If the leave is not approved, the absence shall be deducted at the appropriate hourly rate.

E. PERSONAL BUSINESS LEAVE

Each employee shall be eligible to make application in writing to the responsible administrator for one (1) day of personal leave per year. Application for such leave shall be filed at least three (3) employee working days in advance of such leave, unless the time requirement is waived or modified by the responsible administrator. Such leave shall be without loss of salary or deduction of other leave, and any such unused leave shall not be cumulative. Personal leave shall not be granted during the first ten (10) or last five (5) employee working days in any school year, or on a day immediately preceding or following a school holiday or vacation period. Personal leave shall not be granted for the purpose of job interview or participation in any form of work stoppage. If the day is not used by the end of the school year, the District shall reimburse the employee for the unused day at the employee's contracted hourly rate.

F. JURY DUTY

An employee called for jury duty, shall continue to receive full salary compensation less the amount of money paid for such service. Application for leave for jury duty should be made to the responsible administrator. When a juror is not required to be available for full-time jury duty, the employee is expected to report for regular work.

G. ORGANIZATIONAL

The school district shall grant a leave of absence without loss of pay to an employee(s) for the purpose of attending state, regional, or national union meetings, or for the purpose of providing testimony at or to attend as a representative during an arbitration hearing. Evidence of Union approval shall be submitted to the responsible administrator. In no event shall the total number of days granted hereunder exceed ten (10) days.

H. MILITARY LEAVE

Military leave shall be granted in accordance with applicable law. Employees who are subject to state or federal military reserve duty shall make every reasonable effort to arrange for reserve military training when school is not in session.

I. GENERAL LEAVE

An employee may apply for a general leave of absence without pay or benefits. A leave of absence may be granted for reasons deemed appropriate by the Superintendent or designee, except no leave shall be granted for the purpose of the employee securing other employment during the period of the leave. If the employee accepts other employment, during the period of the leave, the leave and the attendant re-employment rights shall be forfeited.

J. PRO RATA

When leaves are authorized with pay, employees who work less than forty (40) hours per week shall be compensated at their regular rate based upon their normal work day.

ARTICLE VIII HOLIDAYS

Employees shall be granted the following holidays with pay.

Labor Day	New Year's Day
Veterans Day*	President's Day*
Thanksgiving Day and Friday following Thanksgiving Day	Good Friday*
Christmas Day	Memorial Day

*These holidays in the work calendar may fall on days other than the actual date of the holiday. This shall be determined by the district's school calendar.

If the holiday falls on Saturday, time off with pay shall be granted on the preceding Friday. If holiday falls on Sunday, time off with pay shall be granted on the following Monday. Notwithstanding any other provision of this Section, if any holiday shall fall on a day when students are present, the school district may designate an alternate date on which such holiday shall be observed by giving thirty (30) calendar days notice thereof.

An employee may be granted leave on the work day prior to or subsequent to the holiday without loss of pay on the holiday, provided the employee has received prior approval from the responsible administrator. The approval must be requested at least four (4) calendar days prior to the holiday. Any unexcused absences on a day, before or after a holiday, shall cause a forfeiture of pay for both the day of the unexcused absence and the holiday.

ARTICLE IX VACATIONS

Employees who have a twelve (12) month work year are eligible to receive vacation periods. Earned vacation periods shall be determined as of June 30 of each year, and shall be used during the ensuing year. The scheduling of vacation days shall be subject to the approval of the responsible administrator.

The following schedule shall be used to determine vacation earned:

<u>Years of Service Completed as of June 30</u>	<u>Vacation Period</u>
21 years or over	5 weeks
14 years or over	4 weeks
7 years or over	3 weeks
1 year or over	2 weeks
Less than one year	Pro rata

In case of termination, employees who have completed at least one (1) year of service shall be entitled to be compensated for unused earned vacation time, providing such employee submits a resignation at least two (2) weeks in advance of the effective date of termination, unless such termination is by reason of death or disability. Employees who work less than forty (40) hours per week shall receive vacation based upon their normal work day.

ARTICLE X SENIORITY

A. DEFINITION

The term "seniority" shall mean an employee's continuous length of service since the last date of hire.

B. PROBATION

Upon completion of the probationary period, an employee shall be put on the seniority list with seniority determined from the last date of hire.

C. BREAKS IN SERVICE

An employee's seniority shall be broken by resignation, discharge, retirement or a continuous period of lay off in excess of two (2) years. An employee's seniority ceases to accumulate when an employee is laid off as a result of reduction in force.

If an employee who is laid off returns to work within two (2) years, the employee's previously earned seniority will be reinstated. If an employee leaves a position represented by the Union, and remains an employee of the school district, the employee's accumulated seniority shall be frozen. If an employee returns to a position in the District represented by the Union, she/he shall receive credit for seniority previously earned as a member of the bargaining unit.

ARTICLE XI TRANSFER

A. DEFINITION

An employee may request a transfer to another job classification or location within the school district

B. POSTING

When a vacancy exists involving a position expected to continue for more than sixty (60) working days, it shall be posted and a copy of the posting shall be sent to the Union Business Agent. This timeline may be extended by mutual agreement. The notice of said opening shall include job qualifications deemed necessary and the location of the position and expected work hours. Within five (5) working days of the posting, an employee may apply for an opening by filing a written request with the Executive Director of Human Resources or designee. The District shall not accept transfer requests that occur after the closing date listed in the job posting unless mutually waived by the Director of Food and Nutrition and Union Business Agent or chapter president. Upon the ending of the posting period, the District will inform the Business Agent of the names of current employees who have requested to transfer into the vacancy. This information shall be considered confidential and may not be shared with any person outside the Business Agent and chapter president. This confidentiality shall not be required if a grievance arises out of the hiring procedures used. When the

District has taken action to close a school building, it shall be the prerogative of the District to fill occurring openings, at said school buildings, with temporary appointments and/or substitute food service employees.

In the event an employee is placed on an indefinite medical leave, the employee will be guaranteed a similar job to the position they vacated, but not necessarily at the same site, provided the employee is able to perform the functions of the job with reasonable accommodation, if needed. Before a position is posted, the district representative, the union president or designee, and the employee, if possible, shall meet to discuss options.

C. PROCEDURE

The school district, whose responsibility it is to assign and direct work, shall determine each employee's qualifications for the opening and shall consider physical and educational requirements plus experience. When two or more employees have relatively equal qualifications, the employee with the greatest total seniority within the unit shall be given priority. The names of those bidding shall be recorded and the results of the bid shall be made known and the Union Business Agent notified within five (5) calendar days after the return date.

If seniority is not followed, the administrator will give the Union and employee in writing, the reason why in detail. If the employee and Union do not agree, Article XIII: Grievance Procedure, will be followed.

D. LIMITATIONS

1. When an employee is absent from her/his position for a period of time up to six (6) months because of personal illness, disability or serious illness in the immediate family, as defined in Article VII, Section B, the employee shall be allowed to return to a similar position after such an extended absence provided the employee is able to perform the functions of the job with reasonable accommodation, if needed.
2. When an employee transfers to a Manager's position, the District shall wait twenty (20) working days before posting the position vacated by the employee. When an employee transfers to an Assistant Manager's position, the District shall wait ten (10) working days before posting the position vacated by the employee. When all other employees transfer to new positions, the District shall wait five (5) working days before posting the position vacated by the employee. During such period, the employee may choose to return to her/his previous position or the District may assign the employee back to her/his previous position. The time periods stated may be waived by mutual agreement of both parties.
3. All positions shall be posted as defined in Section B of this Article.
4. Under provisions of this Article, employees cannot change positions more than two (2) times during any contract year.

ARTICLE XII STAFF REDUCTION PROCEDURES

A. REDUCTION IN FORCE

When in the sole judgment of the District, reduction in force is necessary, the District shall attempt to accomplish the necessary reduction through attrition. If further reduction in force is necessary the procedure shall be as follows:

1. Probationary employees in the affected job classification shall be laid off first provided that a qualified replacement as determined by the District is available.
2. If further reduction is necessary, it shall occur within job classifications as described under Schedule A of this Agreement. Within each job classification the employee(s) to be reduced shall be removed from the affected job classification(s) in the reverse order of seniority subject to the following provisions:
 - a. An employee whose position has been eliminated may accept lay-off; replace the employee within her/his classification with the least seniority; or replace the employee with the least seniority in progressively lower pay columns, if deemed qualified.
 - b. The person displaced pursuant to provision 2a will also follow provision 2a in obtaining another position.
3. Within the columns A through E the District, in its sole discretion, may determine if the employee is qualified to perform a specific job.

B. RECALL RIGHTS

An employee on lay off shall retain the right to recall for a period of two (2) years after date of lay off. An employee who fails to notify the District of a change of address within ten (10) days of such change, or who fails to return to work within five (5) working days after being notified by certified letter of recall shall lose recall rights. When a job opening occurs and more than one employee is eligible for recall, and in the judgment of the school district the employee's qualifications are considered equal, the employee with the greatest accumulated seniority shall have priority for recall.

C. NOTIFICATION OF REDUCTION

At least three (3) working days prior to the scheduled date of lay-off, the school district shall provide written notice to the Union and to each employee who may possibly be affected.

ARTICLE XIII GRIEVANCE PROCEDURE

A. DEFINITIONS

1. **Grievance:** A grievance shall mean only an allegation that there has been a violation, misinterpretation, or misapplication of any of the specific provisions of this Agreement.

2. Grievant: As used herein, a "grievant" is the person(s) making the allegation.
3. Day: As used herein, "day" shall mean employee working day. The time limits provided herein may be extended by mutual agreement.
4. The District will inform the Business Agent or Chapter President of all grievances that rise to the second level.

B. PROCEDURES

- Step 1: Informal: An employee with a grievance shall first discuss it with the principal and the Manager-Food and Nutrition or their designees, with the object of resolving the matter informally.

If the grievance cannot be resolved informally, the grievant may file the grievance in writing, and, at a mutually agreeable time, discuss the matter with the Manager-Food and Nutrition or designee. The grievant shall present to the Associate Director of Human Resources or designee a written copy of the grievance within ten (10) days. He/she shall make a decision on the grievance and communicate it in writing to the employee within five (5) days after receipt of the grievance.

- Step 2: In the event a grievance has not been satisfactorily resolved at step one, the grievant may file the grievance in writing, and at a mutually agreeable time, discuss the matter with the Executive Director - Human Resources/designee. The grievant shall present to the Executive Director - Human Resources a written copy of the grievance within seven (7) days of the administrator's written decision at step one. The Executive Director - Human Resources/designee shall make a decision on the grievance and communicate it in writing to the employee within seven (7) days after the receipt of the grievance.

- Step 3: If the grievance is not resolved satisfactorily at step two, the grievance may be submitted to impartial, binding arbitration. To enter such arbitration, the Union shall submit a written request on behalf of the Union and the grieving employee(s) to the Superintendent within five (5) days from receipt of the level two answer. The arbitrator shall be selected by the two parties. If the two parties fail to reach agreement on an arbitrator, within seven (7) days, they shall contact the United States Federal Mediation and Conciliation Department or PERB, Public Employment Relations Board, (as mutually agreed to by both the District and the Union), and request a list of five (5) arbitrators from which the parties shall alternately strike candidates until one arbitrator is selected.

The costs for the services of the arbitrator, and the cost of the hearing room shall be borne equally by the school district and the Union. Expenses relating to either party's representatives or witnesses, and other expenses incurred by either party in presenting its case shall be borne by each party. A transcript or recording shall be made of the hearing at the request of either party; however, the party requesting the copy of the transcript or recording shall pay for such copy.

The arbitrator so selected shall hold hearing(s) unless such hearing(s) are waived, and shall issue her/his decision not later than twenty (20) days from the date of the close of the hearing(s). The arbitrator, in her/his decision, shall not amend, modify, nullify, ignore or add to the provisions of the Agreement. Her/his authority shall be strictly limited to deciding only the issue or issues presented to her/him, and his decision must be based solely and only upon her/his interpretation of the meaning or application of the expressed relevant language of the Agreement. The decision of the arbitrator shall be final and binding on the parties.

C. REPRESENTATION

The grievant shall be present at all meetings, and at the option of the grievant, must be represented at such meetings by a representative of the Union. When an employee is not represented by the Union, the Union shall have the right to be present at all levels, and shall have the right to grieve any adjustment of the employee's complaint if such adjustment is inconsistent or contrary to the provisions of this Agreement.

D. MISCELLANEOUS

Failure to file a grievance within the stipulated time limits or failure to appeal the grievance from one level to another within the stipulated period therein shall constitute a waiver of the grievance.

Failure of the responsible administrator to render a decision within the stipulated time shall constitute a denial and permit appeal to the next level.

If the Union or the employee files any grievance or complaint in any forum other than under the grievance procedure of this Agreement, then the school district shall not be required to process the same claim or set of facts through the grievance procedure.

**ARTICLE XIV
HEALTH PROVISIONS**

A. PHYSICAL EXAMINATIONS

The school district shall pay the entire cost of a physical examination required as a condition of continuing employment.

B. Employees shall comply with the standards established by:

*The Linn County Health Department regulations.

*Professional Personal Appearance Guidelines in the Food and Nutrition Department Handbook.

C. UNIFORM ALLOWANCE

The Union and the District agree to begin providing a \$50.00 per year uniform allowance to bargaining unit members. The Union and the District agree that this distribution will be a one time per year check sent to current employees in September of the school year. Any employees hired after the deadline of the first check in September will be paid a check in January of that year.

**ARTICLE XV
MISCELLANEOUS**

A. PROBATIONARY PERIOD

All new employees shall serve a probationary period of thirty (30) working days.

B. NOTICES

Whenever any notice is required to be given by either of the parties to this Agreement to the other, pursuant to the provision(s) of this Agreement, either party shall do so by FAX or letter at the following designated addresses, or at such other address as may be designated by a party in written notification to the other party.

1. If by Union, to school district at:

Executive Director of Human Resources
346 Second Avenue SW
Cedar Rapids, Iowa 52404

2. If by school district, to Union at:

Business Manager, Unite H.E.R.E., Local 497
Lyle Taylor
6733 Watters Road
Hudson, IA 50643
Fax: (319) 235-9171
E-mail: BHEDC@aol.com

Co-Business Manager, Unite H.E.R.E., Local 497
Myrlene Strawn
2876 Spruce Avenue SE
Cedar Rapids, IA 52403

**ARTICLE XVI
COMPLIANCE CLAUSES AND DURATION**

A. SEVERABILITY

If any provision of this Agreement shall be declared illegal by a court of competent jurisdiction, then such provision shall be deleted from this Agreement to the extent that it violates the law. All other provisions, not affected by those provisions which have been invalidated, shall remain in full force and effect.

B. FINALITY

The parties acknowledge that during negotiations which resulted in this Agreement each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the school district and the Union for the life of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated to bargain collectively with respect to any subject or matter referred to or covered in this Agreement, or with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time that they negotiated or signed this Agreement. The foregoing shall not, however, preclude the parties mutually agreeing to an amendment of this Agreement, nor preclude any party from proposing the negotiation of any item for the purpose of such amendment.

C. TERM

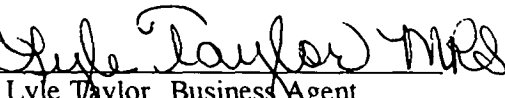
This Agreement shall be effective as of July 1, 2006 and shall continue in effect through June 30, 2009. For 2006-2007, the total package increase will be 5.0%. For 2007-2008 and 2008-2009 the total package percentage increase will be 4.0% or the District's allowable program growth, whichever is greater.

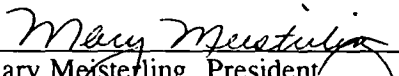
D. SIGNATURE CLAUSES

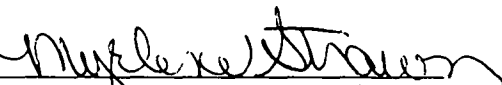
IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be signed by their respective representatives, and their signatures placed thereof, in August, 2006.

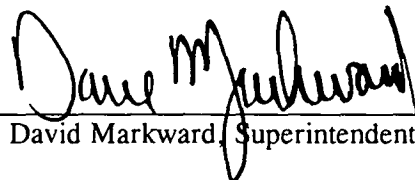
Unite H.E.R.E., Local 497
DISTRICT EMPLOYEES

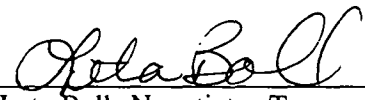
CEDAR RAPIDS COMMUNITY SCHOOL
in the County of Linn, State of Iowa

By 
Lyle Taylor, Business Agent
Unite H.E.R.E., Local 497
International Union

By 
Mary Meisterling, President
Cedar Rapids Community School District
Board of Directors

By 
Myrlene Strawn, Representative
Unite H.E.R.E., Local 497
International Union

By 
David Markward, Superintendent

By 
Leta Boll, Negotiator Team
Unite H.E.R.E., Local 497

SCHEDULE A

FOOD AND NUTRITION EMPLOYEES

2006 - 2007

Level	A	B	C	D	E	Level
1.	\$10.55	\$10.77	\$11.33	\$12.26	\$12.72	1.

A. Food Service Assistant

C. Elementary Assistant Manager
Secondary Baker or Cook

B. Cashier

D. Elementary Manager - Cook

E. Secondary Manager

Longevity Differential

For each five years of continuous service based on years of service completed by July 1 of the contract year an employee shall be paid an hourly differential of 25¢.

Certification Differential

Employees who hold national certification from the School Nutrition Association shall be paid an hourly differential as follows:

Level 1	\$.45/hr
Level 2	\$.55/hr

Upon receipt of the proof of certification in the Office of Human Resources, the employee will receive the certification differential for the duration of the certification.

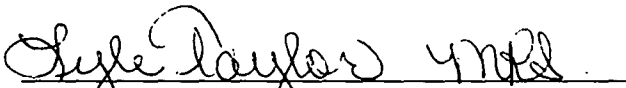
LETTER OF UNDERSTANDING

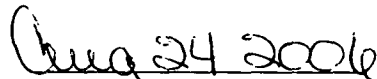
Between the Cedar Rapids Community Schools


And Unite H.E.R.E., Local 497


The district agrees with the union that, in fulfilling the section of the negotiated agreement regarding the reporting of postings of open positions and requests for transfer into those positions, the district will fax the names of those who have requested transfer to Lyle Taylor/designee at the union office prior to the interviewing for the position occurs. Said information shall also include information regarding the seniority of those employees requesting to compete for the openings. Upon completion of the interviewing and hiring process, the district will fax to Lyle Taylor/designee the name of the successful candidate.

The union agrees that the above information is confidential and shall not be distributed either in written or verbal form to others besides Lyle Taylor/designee and the chapter president.


Lyle Taylor, Union Representative


Date


Ann Feldmann, Executive Director
Human Resources



Date

LETTER OF UNDERSTANDING

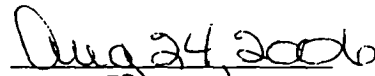
Between the Cedar Rapids Community Schools

And Unite H.E.R.E., Local 497

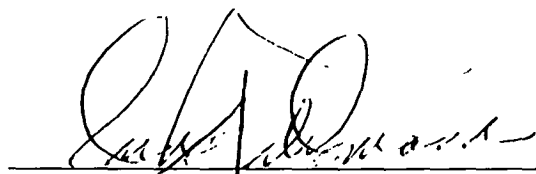
The district agrees with the union that, per PERB rules and regulations, district officials will not treat members of the bargaining unit and their leadership in a way that is unequal to those who are not in the bargaining unit. Specifically, the District understands it's obligation to not retaliate against union members or union leadership for their activities as part of the bargaining unit.



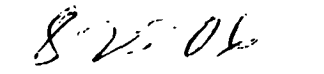
Lyle Taylor, Union Representative



Date



Ann Feldmann, Executive Director
Human Resources



Date